

**FILED**  
JEANNE A. NAUGHTON, CLERK  
DEC 22 2023  
U.S. BANKRUPTCY COURT  
TRENTON, NJ  
BY [Signature] DEPUTY

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**  
*Caption in Compliance with D.N.J. LBR 9004-1(b)*

**BRYANT MILLER OLIVE P.A.**

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In re:

BED BATH & BEYOND INC., *et al.*,  
  
Debtors.

Chapter 11  
(Jointly Administered)  
Case No. 23-13359 (VFP)

**MOTION OF CITY OF LARGO TO  
FILE CLAIMS AFTER BAR DATE**

Movant, the City of Largo, by and through the undersigned attorneys, hereby files this Motion to File Claims After Bar Date and in support thereof states as follows:

1. Movant is a Florida municipal corporation that provides public utility services, including refuse and stormwater services, to properties within its municipal boundaries.
2. Bed Bath & Beyond, Inc. ("Debtor") filed a Chapter 11 bankruptcy petition under 11 U.S.C. §101. et seq. on April 23, 2023.
3. Debtor operated a retail store within Movant's municipal boundaries located at 10500 Ulmerton Road, Suite 310, which received refuse and stormwater services from the Movant.
4. As of the date that Debtor filed its bankruptcy petition, Debtor was indebted to the Movant in the amounts of \$2,576.00 for the provision of refuse services, \$1,607.78 for the

provision of stormwater services, and \$43.32 in utility taxes. These amounts, totaling \$4,227.10, were due to Movant on April 18, 2023, and have not been paid.

5. Since the date that Debtor filed its bankruptcy petition, it has accumulated an additional \$11,289.02 in overdue utility payments, which have likewise not been paid.

6. Despite Debtor's indebtedness to the Movant at the time of Debtor's filing for bankruptcy, the Movant was not listed on the schedules filed by the Debtor pursuant to Fed. R. Bankr. P. 3003.

7. The Movant did not receive notice of Debtor's bankruptcy proceedings until it received the Notice of (I) Entry of the Order (A) Approving the Disclosure Statement on a Final Basis and (B) Confirming the Second Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and its Debtor Affiliates and (II) Occurrence of the Effective Date filed on September 29, 2023, which was received by the Movant on or around October 19, 2023.

8. Fed. R. Bankr. P. 2002(a) requires that all creditors receive 21 days' notice by mail of, among other things, the meeting of creditors and the time fixed by this Court for filing proofs of claim pursuant to Rule 3003(c).

9. "Fair or adequate notice has two basic elements: content and delivery." Fogel v. Zell, 221 F.3d 955, 962 (7th Cir. 2000). "If the notice is unclear, the fact that it was received will not make it adequate," Id.; if the notice is not received, it is "inadequate unless the means chosen to deliver it was reasonable." Id. at 963.

10. "[E]ven creditors who have knowledge of a [bankruptcy case] have a right to assume that the statutory 'reasonable notice' will be given them before their claims are forever barred." City of New York v. New York, N. H. & H. R. Co., 344 U.S. 293, 297 (1953).

11. In addition to not having received timely formal notice of these proceedings, Movant did not receive any informal notice or otherwise have actual knowledge of Debtor's bankruptcy proceedings or the applicable bar dates set by the Court until it received the notice referenced in paragraph 6 above.

12. As Debtor did not deliver timely notice to Movant, Debtor did not provide Movant with fair and adequate notice of these proceedings, as required by Fed. R. Bankr. P. 2002(a). Movant was not appraised of the pendency of this action and was not afforded an opportunity to timely file its proof of claim before the applicable bar dates fixed by the Court had passed.

WHEREFORE, Movant respectfully requests that this Honorable Court permit the Movant to file its proof of claim within an amount of time deemed reasonable by the Court and have the Movant's proof of claim deemed filed timely.

Dated: December 18, 2023

Respectfully submitted,

/s/ Alan S. Zimmet

Alan S. Zimmet, B.C.S.

**CERTIFICATE OF SERVICE**

Undersigned counsel hereby certifies that on December 18, 2023, true and correct copies of the foregoing document was served upon the parties listed on the attached service list in the manner indicated on all parties:

**BRYANT MILLER OLIVE P.A.**

/s/ Alan S. Zimmet

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**Service List**

*(All Parties Served Via E-Mail Delivery, Unless Otherwise Indicated)*

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December 18, 2023

**VIA CERTIFIED MAIL**

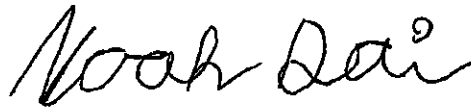
Office of Jeanne A. Naughton, Clerk  
United States Bankruptcy Court District of New Jersey  
Clarkson S. Fisher U.S. Courthouse  
402 East State Street  
Trenton, NJ 08608

**Re: *In Re : Bed Bath & Beyond., et al.*  
Case No. 23-13359 (VFP)**

Dear Clerk:

Enclosed please find a copy of a motion of the City of Largo, Florida, to be filed in the above-referenced case. If you should have any questions or if the City can provide you with anything further in this regard, please do not hesitate to contact us.

Respectfully,



Noah M. Daiker, Esq.

Enclosures

OF THE RETURN ADDRESS FOLD AT DOTTED LINE  
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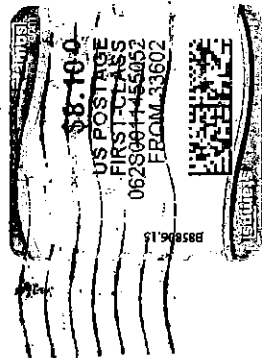
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**PAID**

